

1. Requested Motion:

Meeting Date: October 4, 2010

Approve the contract with Wright Construction Group, Inc. for milling and resurfacing Connecticut Street in an amount of \$38,979.56.

Why the action is necessary:

Council approval is required for contracts over \$25,000.

What the action accomplishes:

This action approves paving of Connecticut Street.

2. Agenda:

☒ Consent
☐ Administrative

3. Requirement/Purpose:

☐ Resolution
☐ Ordinance
☒ Other

4. Submitter of Information:

☐ Council
☒ Town Staff - Public Works
☐ Town Attorney

5. Background:

The Town's FY 11 budget includes a budget via gas tax proceeds for resurfacing of Town owned roads. A road evaluation program is in place and updated on a yearly basis. Based on the most recent inspection it was determined that ten roads met the evaluation criteria for resurfacing, Connecticut Street being one of them. Because of the Mound House Restoration Project it was determined to delay paving of Connecticut St. until the Mound House project was further along. With this delay it was also prudent to obtain a price from the Town's contractor on that project in an effort to realize a cost savings by piggy-backing on the Mound House contract for this work. Wright Construction Group, Inc. has provided a price that is equivalent to the price obtained when it was included with the ten road project. Resulting from this determination, the paving work on Connecticut St. that was a part of the Mound House project is being pulled and credited to that contract. The work that will be performed is identified as Option A and Connecticut Street (In Mound House Base Bid) as depicted on the attached quote for a total price of \$38,979.56. This work is slated to be completed within the next 10 days. Attached is a copy of the Town's contract and the price quote from Wright Construction Group.


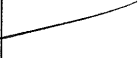

6. Alternative Action:

Reject the contract for road resurfacing and have Wright Construction Group only repave the section that is part of their current contract.

7. Management Recommendations:

Approve the contract as outlined above.

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

9. Council Action:

☐ Approved ☐ Denied ☐ Deferred ☐ Other

**TOWN OF FORT MYERS BEACH CONSTRUCTION CONTRACT
AGREEMENT FORM**

Contract No.: CC-11-02-PW

Award Date: _____

AGREEMENT

This Agreement is entered into as of the ____ day of _____, 2011 by and between the Town of Fort Myers Beach, Florida, a municipal corporation (TOWN) and the Contractor described below (CONTRACTOR)

Wright Construction Group, Inc.
Name

5811 Youngquist Road
Address

Fort Myers, FL 33912
City, State, Zip Code

239-481-5000
Phone Number

Check Appropriate Line:
☐ Individual
☐ Partnership
☒ Incorporated in the
State of Florida

In consideration of the mutual covenants herein set forth, the parties agree as follows:

ARTICLE 1. WORK

The CONTRACTOR shall perform all the work required by the Contract Documents to:

PROJECT NAME: Mill and Overlay Connecticut Street

LOCATION: Fort Myers Beach, Florida

ARTICLE 2. AMOUNT OF CONTRACT

2.1 The TOWN shall pay the CONTRACTOR in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of (express in words and numerals) Thirty-Eight Thousand Nine Hundred Seventy Nine Dollars and Fifty Six Cents Dollars (\$38,979.56).

ARTICLE 3. PROGRESS PAYMENTS

Applications for payment shall be submitted to the OWNER upon completion of the work. Payment in full will be issued upon final inspection and acceptance of work outlined in Article 1.

ARTICLE 4. CONTRACT DOCUMENTS

The CONTRACTOR shall furnish all labor, equipment, and materials and perform the Work above described for the amount stated above in strict accordance with this Agreement and the Proposal received on February 7, 2011, all of which are made a part hereof and enumerated as follows:

- 4.1 Certificate of Insurance
- 4.2 Proposal
- 4.5 Notice to Proceed

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5.1 Work to be started on the date specified in the Official Notice to Proceed.

5.2 Final completion shall be achieved not later than forty-five (45) days from Notice to Proceed.

5.3 Liquidated Damages: The TOWN and CONTRACTOR recognize that time is of the essence of this agreement and that the TOWN will suffer financial loss if the work is not completed within the times specified above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that as Liquidated Damages for delay (but not as a penalty) the sum of \$50.00 per day shall be deducted from monies due the CONTRACTOR or paid by the CONTRACTOR to the TOWN for each calendar day that expires after the time specified for Substantial Completion and the project fails to reach Substantial Completion. The CONTRACTOR shall also be liable for any Actual Damages sustained by the TOWN due to the CONTRACTOR'S failure to fully complete the work by the time agreed upon for Final Completion in the Contract Documents. Actual damages may include, but not be limited to: costs related to supervision, inspection, rentals, testing, consulting fees, attorney fees and/or lost productivity. The TOWN shall have the right to deduct all damages due from the final payment request as well as retainage. However, the TOWN shall give the CONTRACTOR seven (7) calendar days notice prior to issuing the final payment with deduction of liquidated damages.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Insurance. The Provider shall have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth below. Each Certificate of Insurance shall include the name and type of policy and coverage provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail thirty (30) days written notice to the Town.

Workers Compensation Coverage for all employees to comply with Statutory Limits in compliance with the applicable State and Federal laws;

Commercial General Liability Insurance with minimum limits of \$ 500,000 each occurrence combined single limit or \$ 500,000 each occurrence/\$ 500,000 general aggregate.

Business Automobile Liability Insurance with minimum limits of \$ 500,000 each occurrence Combined Single Limit or \$ 500,000 each occurrence/\$ 500,000 general aggregate.

6.2 Final payments, constituting the entire due and unpaid balance of the Contract Price, shall be paid by the TOWN to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment, has been approved by the TOWN.

6.3 The TOWN and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in

respect to all covenants, agreements, and obligations contained in the Contract Documents.

6.4 The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the TOWN. The CONTRACTOR shall have the right to employ other persons and/or firms to serve as sub-contractors in connection with the requirements of the Contract Documents.

6.5 The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the TOWN and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgments of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the TOWN, excluding only the sole negligence of the TOWN. This provision shall also pertain to any claims brought against the TOWN by any employee of the CONTRACTOR, or sub-contractor(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed-upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection.

In witness whereof, TOWN and CONTRACTOR have signed this agreement in triplicate. One counterpart has been retained by the Town Clerk, one to the Project Sponsoring Department, and one has been delivered to the CONTRACTOR. All portions of the Contract Document have been signed or identified by TOWN and CONTRACTOR.

Signed, sealed, and delivered in the presence of:

Secretary

(Corporate Seal)

(Correct Name of Business)

BY: _____

Title: _____

Date: _____

TOWN OF FORT MYERS BEACH, FLORIDA

ATTEST:

BY: _____

Town Manager

BY: _____

Michelle D. Mayher, Town Clerk

Date: _____

APPROVED AS TO FORM

BY: _____

Town Attorney

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I N S E R T I N S U R A N C E C E R T I F I C A T E



The "Wright" Choice
Since 1946

Wright Construction Group, Inc.
1105 Taylor Road, Suite L
Punta Gorda, Florida 33950
(941) 637-4728 Phone
(941) 639-4597 Fax
CGC-053444

Monday, February 7, 2011

Ms. Cathie Lewis
Town of Fort Myers Beach
2523 Estero Blvd.
Fort Myers Beach, FL 33931

RE: Proposal for Paving of Connecticut to Estero Blvd.

Dear Ms. Lewis:

Herein is our proposal to perform the asphalt paving operations from our current project limits out to Estero Blvd. Based upon field measurements, this proposal covers 3000 square yards. Also, per your previous email you were not certain if the work would include milling 1" of asphalt and resurfacing or simply overlaying with 1" of Type S-III asphalt. Therefore I have separated it for convenience as option A & B.

We greatly appreciate the opportunity to perform this work. Please let us know if this proposal is acceptable to The Town of Fort Myers Beach.

OPTION A – Milling 1" of asphalt and resurfacing with 1" of Type S-III

• MOT	1 LS	\$794.46
• Mobilization (milling crew)	1 EA	\$2,128.80
• Mill 1" existing pavement	3000 SY	\$6,771.62
• 1" Type S-III Asphalt	3000 SY	\$16,615.05
• Stop Bars & Blue RPM's	1 LS	\$997.50
• Yellow Thermoplastic Double Stripes	50 LF	\$131.25
• Concrete Pads at Manholes	5 EA	\$2,491.37
○ WCG Overhead and Profit	1 LS	\$5,986.01
▪ <u>TOTAL OPTION A</u>		<u>\$35,916.06</u>

OPTION B – Overlay Existing Asphalt with 1" of Type S-III

• MOT	1 LS	\$794.46
• 1" Type S-III Asphalt	3000 SY	\$16,615.05
• Stop Bars & Blue RPM's	1 LS	\$997.50
• Yellow Thermoplastic Double Stripes	50 LF	\$131.25
• Concrete Pads at Manholes	5 EA	\$2,491.37
○ WCG Overhead and Profit	1 LS	\$4,205.93
▪ <u>TOTAL OPTION B</u>		<u>\$25,235.56</u>

Connecticut Street (In Mound House Base Bid)

• Connecticut Street Paving	1 LS	\$3,063.50
○ WCG Overhead and Profit	N/A	\$0.00

Thank you,


Scott Loiacano
Project Manager